

A. G. Contract No.KR891131TRD
ECS File: JPA 89-72
Project: H2655 01C
Section: S.R. 85
Town of Buckeye

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF BUCKEYE

THIS AGREEMENT is entered into 23 OCTOBER, 1989 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF BUCKEYE, acting by and through its Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on S.R. 85 at the following location:

From centerline roadway station 26+00 to centerline roadway station 33+50, a net distance of approximately 0.14 miles.

NO. <u>14329</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10-23-89</u>
<u>Don Shumway</u> Secretary of State
By <u>S. J. Vermillion</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the State 25 percent of the landscape contract costs. Town shall be responsible for 25% of any contractor claims for extra compensation attributable by State to Town.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town's expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Buckeye
Town Manager
715 Monroe, Box 157
Buckeye, Arizona 85326

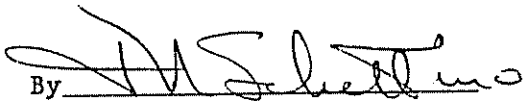
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

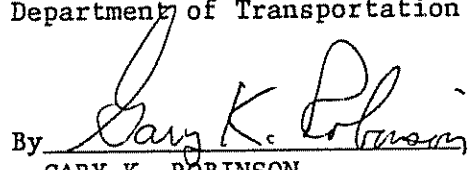
TOWN OF BUCKEYE

STATE OF ARIZONA

Department of Transportation

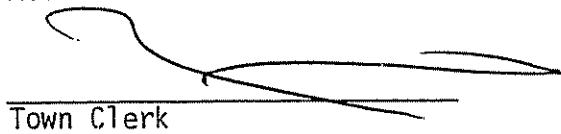
By 

Title Mayor

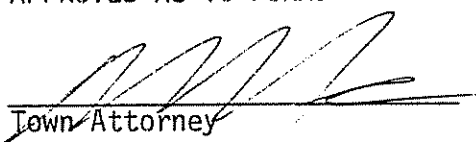
By 

GARY K. ROBINSON
Chief Deputy State Engineer

ATTEST:


Town Clerk

APPROVED AS TO FORM:



Town Attorney

1890j
01JUN

RESOLUTION

BE IT RESOLVED on this 28th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Buckeye for the purpose of landscaping certain areas within the right of way on S.R. 85

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation



TOWN OF BUCKEYE

P. O. BOX 157
BUCKEYE, ARIZONA 85326

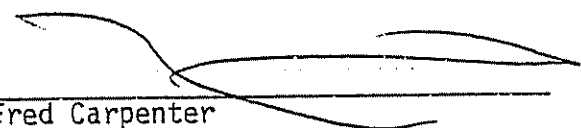
TELEPHONE (602) 386-4691
PHOENIX LINE 933-4532
PHOENIX LINE 933-5535

June 22, 1989

Extract of the Minutes

I hereby certify that the following is a true and correct extract of the minutes of the June 20, 1989, regular meeting of the Buckeye Town Council.

- ADOT Landscaping Grant/Intergovernmental Agreement - Last fall ADOT awarded a \$40,000 grant (which includes \$10,000 of local match) for landscaping along AZ 85 near the new governmental complex. An agreement for construction and maintenance was presented. After some discussion, moved by Councilman Newberry, seconded by Vice-Mayor Grandy, to approve the intergovernmental agreement. The motion passed unanimously.


Fred Carpenter
Town Clerk

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Paul J. Faith, the duly authorized and acting legal representative of the Town of Buckeye, do hereby certify as follows:

I have examined the attached contract (Intergovernmental Agreement Landscape Maintenance) and I am of the opinion that the Town of Buckeye is authorized under the laws of the State of Arizona to enter into this agreement and that the agreement is in proper form.

Date:

6.21.89



Paul J. Faith
Town Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

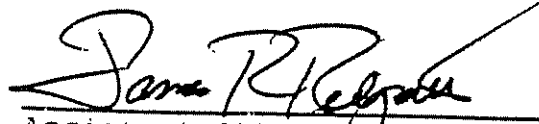
DETERMINATION

A. G. Contract No. KR891131TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of October, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

LETTER OF INTENT
BETWEEN
STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
AND
THE TOWN OF BUCKEYE

The purpose of this letter is to set forth the intent of the Town of Buckeye (Buckeye) and the Arizona Department of Transportation (State) incident to improvements to State Route 85 within the limits of the Town of Buckeye. The understanding and intent is summarized as follows:

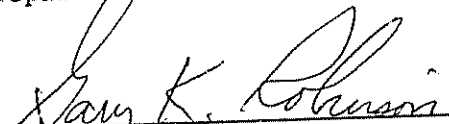
a. State and Buckeye agree to enter into an agreement to participate in a landscaping project at the intersection of SR 85 and Eason Avenue, at an estimated cost of \$40,000, of which State shall be responsible for seventy five percent (75%) of the cost, and Buckeye shall be responsible for twenty five percent (25%) of the cost.

b. State and Buckeye agree to enter into an agreement to participate in a traffic signal project at the intersection of SR 85 and Eason Avenue, at an estimated cost of \$80,000, of which State shall be responsible for fifty percent (50%) of the cost, and Buckeye shall be responsible for fifty percent (50%) of the cost.

c. State and Buckeye agree to enter into an agreement to install a 36" drainage pipe and reconstruct catch basins in the area of SR 85 and 4th Street, at an estimated cost of \$85,000 of which State shall be responsible for the total cost.


c. Upon completion of the projects above outlined, Buckeye and State agree that State Route 85 within the town limits shall be abandoned to the Town of Buckeye.

STATE OF ARIZONA
Department of Transportation


GARY K. ROBINSON
Chief Deputy State Engineer

10/10/89
(date)

TOWN OF BUCKEYE


JOE SCHETTINO
Mayor

October 3, 1989
(date)